

MEMORANDUM OF UNDERSTANDING
Between
THE UNITED NATIONS ECONOMIC AND SOCIAL COMMISSION FOR
WESTERN ASIA (UN-ESCWA)
and
THE ROTARY CLUBS OF LEBANON

WHEREAS the United Nations Economic and Social Commission for Western Asia (hereinafter referred to as "UN-ESCWA"), having its Headquarters in Beirut, Lebanon, is responsible for promoting economic and social development in the Western Asia Region¹ and is mandated to formulate and promote development assistance activities and projects commensurate with the needs and priorities of the region and acts as an executing agency for relevant operational projects.

WHEREAS the Rotary Clubs of Lebanon² (hereinafter referred to as "Rotary Clubs of Lebanon"), a not-for-profit, non-governmental organization established in, and incorporated under the laws of Lebanon, and having offices all over Lebanon, will partner with UN-ESCWA in delivery of a project to raise awareness of MDG among Secondary Schools Teachers, University Students and Development Practitioners and CSOs in Lebanon

WHEREAS UN-ESCWA and Rotary Clubs of Lebanon (hereinafter referred to as "the Parties") have a common aim in implementing the activities involved in this agreement and have agreed that all activities shall be undertaken impartially without discrimination, direct or indirect, because of race, ethnicity, religion or creed, status of nationality or political belief, gender, disability, or any other circumstances;

THEREFORE, on the basis of mutual trust and in the spirit of full cooperation, UN-ESCWA and Rotary Clubs of Lebanon, respectively represented by their executive heads, have entered into the present Memorandum of Understanding (hereinafter referred to as the "MoU").

Article I
Objective and scope

This MoU sets forth the general terms and conditions of cooperation between the Parties (hereinafter referred to as the "Partnership").

¹ Bahrain, Egypt, Iraq, Jordan, Kuwait, Lebanon, Libya, Morocco, Oman, Palestine, Qatar, Saudi Arabia, the Sudan, Syrian Arab Republic, Tunisia, United Arab Emirates and Yemen.

² Aley, Baabda, Batroun, Beirut, Beirut Cadmos, Beirut Cedars, Beirut Center, Beirut Cosmopolitan, Beirut Metropolitan, Beirut Phoenix, Byblos-Jbeil, Chouf, Hammana-Upper Metn, Kesrouan, Koura, Metn, Sahel Aley, Sahel Metn, Saida, Tripoli, Tripoli-El Mina, Tripoli Maarad, Zahle-Békaa and Zgharta-Zawié.

Article II Duration

The terms of this MoU shall commence upon signature of the present MoU by both parties and expires on 30 June 2013. It may be renewed upon agreement by both Parties at least thirty (30) days prior to the date of expiry.

Article III General responsibilities of the Parties

1. In accordance with this Partnership, and as per the details provided in the attached Concept Note (Annex A) UN-ESCWA will undertake the following:
 - (a) Responsibility #1; amending the Arab MDG Report 2011 for circulation to secondary schools. UN-ESCWA will hold the title rights of the amended Arab MDG Report 2011.
 - (b) Responsibility #2; organizing and providing the training sessions for the high school teachers.
2. In accordance with this Partnership, the Rotary Clubs of Lebanon will undertake the following:
 - (a) Responsibility #1; finance the printing of the reports, production of CDs and posters.
 - (b) The inauguration ceremony shall be coordinated jointly between UN-ESCWA and The Rotary Clubs of Lebanon.
3. The Parties agree to join efforts and to maintain close working relationships during the full period of the Partnership.
4. Each Party shall determine and communicate to the other Party the person (or unit) having the ultimate authority and responsibility for the Partnership on its behalf. The Parties and their employees, contractors, or agents shall not be considered, for any purpose whatsoever, as having a legal status connected with or dependent upon the other Party.
5. The Parties shall keep each other informed of all activities pertaining to the Partnership and shall consult regularly.
6. The Rotary Clubs of Lebanon shall refrain from any action, which may adversely affect the United Nations or UN-ESCWA or their interests and fulfill its commitments with fullest regard for the interest of the United Nations and UN-ESCWA. To this end, Rotary Clubs of Lebanon shall not use the emblem and name of UN-ESCWA or of the United Nations, or any abbreviation of the names thereof except with prior written consent of UN-ESCWA.
7. The Rotary Clubs of Lebanon shall not assign, transfer, pledge, sub-contract or make other disposition of this Agreement or any part thereof, or of any of its rights, claims or obligations under this MOU except with the prior written consent of UN-ESCWA.

Article IV
Title rights

1. The Parties recognize that there will be no co-ownership of title rights.
2. Entitlement to all property rights including but not limited to patents, copyrights and trademarks, with regard to materials produced by each Party under the provisions of this MoU shall be agreed upon in advance by both Parties.

Article V
Reporting requirements

1. The focal points of both Parties shall consult with one another, prepare and submit to the executive heads of both Parties a final progress report detailing the achievements of the project as defined by the objectives and activities in the Concept Note (Annex A).

Article VI
Termination

1. Either Party shall have the right to terminate this MoU within thirty (30) days of a written notice to the other Party to this effect.
2. Upon receipt of a notice of termination in accordance with paragraph 1 above, the Parties shall take immediate steps to terminate their activities under this MoU.

Article VII
Force Majeure

1. For the purpose of this MoU, "force majeure" shall mean acts of nature, war (whether declared or not), invasion, revolution, insurrection or other acts of a similar nature or force.
2. In the event of and as soon as possible after the occurrence of any cause constituting "force majeure" as defined in paragraph 1 above, the Party shall give the other Party notice and, if possible, particulars in writing of such occurrence, if the Party affected is rendered unable, wholly or in part, to perform its obligations or meet its responsibilities under this Agreement. The Parties shall consult on the appropriate action to be taken, which may include suspension of the Partnership or termination of this MoU in accordance with Article VI above, with either Party giving to the other Party at least seven (7) days of a written notice.
3. In the event that the present MoU is terminated due to causes constituting "force majeure", the provisions of Article VI, paragraph 2 shall apply.

Article VIII
Dispute Settlement

Any dispute, controversy or claim arising out of the present Agreement, including breach and termination thereof shall, unless it is amicably settled by direct negotiations, be referred to arbitration in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules. The Parties shall be bound by the arbitration award rendered in accordance with such arbitration, as the final decision on any such dispute, controversy or claim.

Article IX
Privileges and immunities

1. Nothing in or related to the present MoU shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations and UN-ESCWA.

Article X
Amendments

1. This MoU may be modified or amended only by written agreement between the Parties with clear justification for the need for amendment.

Article XI
Notices

1. Any notice required to be given by either party under this Agreement shall be given in writing in English and/or Arabic (if applicable) language(s), shall be deemed given when actually received by the other party, and shall be conveyed via first class mail, postage prepaid, or via private courier, facsimile or electronic mail as follows:

To UN-ESCWA:

Name: Roberto Laurenti
Title: Director, PPTCD
Address: UN House
Telephone: 01-978818
Facsimile: 01-981510
Electronic mail: laurentir@un.org

To Rotary Clubs of Lebanon:


Name: Ms. Samar Saab
Title: Deputy District Governor
Address: Rotary
Telephone: 03-700 206
Facsimile:
Electronicmail:ddg.lb.2012.13@gmail.com

1. Copies of all notices and/or correspondence between the above parties shall be sent to the current appointed "Rotary International Representative to UN-ESCWA":

Name: Michel P. Jazzar
Title: RI Representative to UN-ESCWA
Address: PO Box 1951 Jounieh
Telephone: 03-225525
Facsimile: 09-931773
Electronic mail: jazzar@micheljazzar.com

IN WITNESS WHEREOF the undersigned duly authorized representatives of the UN-ESCWA and Rotary Clubs of Lebanon have signed this Agreement in two original copies, in English, at the place and on the day below written.

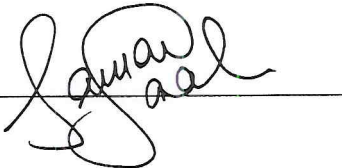
For UN-ESCWA

Signature: 

David Iyamah
Director, Administrative Services Division
Beirut

Date: 25/1/2013

For Rotary Clubs of Lebanon

Signature: 

Samar Saab
Deputy District Governor
Beirut

Date: 28/1/2013